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Contract Database Metadata Elements

Title: **Barker Central School District and the Barker Teachers Union (2004)**

Employer Name: **Barker Central School District**

Union: **Barker Central School Central Services Association**

Effective Date: **07/01/2004**

Expiration Date: **06/30/2007**

PERB ID Number: **4553**

Unit Size: **121**

Number of Pages: **66**

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4553

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
AND THE
BARKER TEACHERS' UNION

7/1 6/30
2004-2007

BARKER CENTRAL SCHOOL DISTRICT

1628 Quaker Road

Barker, New York 14012-0328

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 06 2005

ADMINISTRATION

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ARTICLE I
PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Barker Board of Education (hereinafter referred to as the "Board") and its professional employees represented by the Barker Teachers' Union (hereinafter referred to as the "Union") and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Barker.

ARTICLE II
RECOGNITION

The Barker Board of Education hereby recognizes the Barker Teachers' Union as the exclusive negotiating agent of the unit composed of certified teachers, long-term substitutes, guidance counselors, school psychologist and social worker, excluding the Superintendent, Building Principals, other administrative personnel, long-term substitutes (except as referred to in Article VII), and per diem substitutes. Beginning July 1, 1998, certified teaching assistants shall become members of the Barker Teachers' Union with all the rights and responsibilities of the unit.

The Barker Teachers' Union affirms that it does not assert the right to strike, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike against any government.

The Board agrees not to negotiate with any other teacher organization other than the Union for the duration of this Agreement.

ARTICLE III
NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement.
- B. No later than February 1, 2007, the parties will enter into good faith negotiations over a successor agreement. Either party may request the Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding

will be governed by the provisions of Section 209 of the Civil Service Law.

- C. Neither party in any negotiation shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE IV MISCELLANEOUS PROVISIONS

- A. This Agreement shall supercede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. This contract incorporates the entire understanding of both parties on all subjects as well as the subject matter of prior memoranda of understanding. Therefore, unless a prior memorandum of understanding is incorporated in this contract, it is no longer binding on either party. If parties mutually agree to reopen the contract, they may.
- C. If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE V GRIEVANCE PROCEDURE

- A. Time Limits
 - 1. This procedure's purpose is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers and by which the Board of Education and its teachers are afforded adequate opportunity to dispose of their differences without the

necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts. The number of days indicated shall be considered as a maximum.

2. In the event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in hardship to any party or could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. This procedure shall be applied on a case-by-case basis.
3. The right to process a grievance through the stages set forth in paragraph D below applies only to grievances presented in accordance with the procedures of this Article within thirty (30) calendar days after the occurrence of the claimed violation, misinterpretation or inequitable application or within thirty (30) calendar days of the date when the grievant should have become aware of such occurrence.
4. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
5. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal by the aggrieved party at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

B. Standards and Principles

1. All formal grievances shall include the name and position of the aggrieved party, the nature of the grievance, the grievant's supporting information, the identity of the person or persons considered responsible for the conditions causing the grievance to be lodged, if known, and the redress sought. Forms for the above shall be established by the Board of Education with consultation of the Union and be made available to the Union. All grievances must be signed by the aggrieved employee and the Grievance Committee Chairman of the Union.
2. Processing of grievances shall be conducted at times mutually agreed to; and if held during the school day, shall not interfere with instruction.

3. The Board and the Union agree to facilitate any investigation which may be required and to make available any and all relevant material and relevant documents, communications and records concerning the alleged grievance to the extent permitted by law and common law rules as to privileged and confidential communications.
4. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration or the Union against the aggrieved party, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
5. All grievances at each step must be in writing, signed by the aggrieved employee and the Grievance Committee Chairman.
6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants.

C. Definitions

1. Grievance(s) shall mean any "claimed violation, misinterpretation or inequitable application of this Agreement."
2. "Building Principal" shall mean the person so designated by the building's organization chart.
3. "Aggrieved Party" shall mean any person or persons in the negotiating unit filing a grievance.
4. "Grievance Committee" is the committee created and constituted by the Barker Teachers' Union to administer this procedure on behalf of the employees in the bargaining unit and/or the Barker Teachers' Union.
5. "Party of Interest" shall mean the Grievance Committee and any party named in the grievance other than the aggrieved party or Grievance Committee.
6. "Hearing Officer" shall mean any individual or Board charged with the duty of rendering decisions at any stage on grievances hereunder.
7. "Days" shall be school teaching days, except that it shall mean weekdays when schools are in summer recess (except when noted otherwise).

8. "Official Grievance Record" shall consist of the written grievance, all exhibits, communications, minutes and/or notes of testimony, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages.

D. Stages of Grievances

1. Stage 1 Building Principal

- a. An aggrieved party having a grievance will discuss it with his/her Building Principal, either directly or through a representative, with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing, signed by the aggrieved employee and the Union and presented to the Building Principal within five (5) school days after the grievance was initially discussed with the Building Principal. Within two (2) school days after the written grievance is presented to him/her, the Building Principal shall render a decision thereon, in writing, and present it to the aggrieved party and the Union.
- c. If a grievance affects a group of teachers or appears to the Union to be associated with system-wide policies, it may be submitted by the Union directly as Stage 2 described below.

2. Stage 2 Superintendent

- a. If the aggrieved party initiating the grievance and/or the Union are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 to the Superintendent may be filed within ten (10) school days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b. Within five (5) school days after receipt of the appeal, the Superintendent or his/her duly authorized representative shall hold a hearing with the aggrieved party, his/her representative and all other parties in interest.
- c. The Superintendent shall render a decision in writing to the aggrieved party, his/her representative and the

Union within ten (10) school days after the conclusion of the hearing.

3. Stage 3 Board of Education

- a. If the aggrieved party and/or the Union is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2.
- b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing will be conducted in executive session.
- c. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the aggrieved party and the Union.
- d. The parties may mutually agree to waive Stage 3.

4. Stage 4 Arbitration

- a. After such hearing, if the aggrieved party and/or Union is not satisfied with the decision at Stage 3, and the Union determines that the grievance is meritorious, the aggrieved party may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- b. Within five (5) days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision no later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings or fact, reasoning and conclusions on the issues.

- d. The decision of the arbitrator shall be final and binding on the parties.
- e. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Union.
- f. The costs for stenographic record of arbitration shall be borne solely by the party requesting such recorded minutes, but copies must be supplied to the other party and the arbitrator.
- g. Within ten (10) days after the arbitration award is received by the Board of Education, the Board shall meet in executive session to consider the arbitrator's award. The Board shall render a decision within ten (10) days after such session and promptly transmit its decision to the aggrieved party and the Union.

ARTICLE VI ABSENCE

- A. Teachers who are to be absent for reasons of sickness should give ample time to principals in order to get proper substitutes. Teachers should provide notification by at least 6:30 a.m. of that morning.
- B. The administration of the school district will not hire substitutes for teachers who do not have a class load of regularly-scheduled students. The District will make every effort to hire qualified substitutes for band. The District and its administration will guarantee that no teacher shall lose preparation time because a substitute has not been provided. No teacher's schedule will be changed and no study hall room will be filled beyond its capacity. No study hall will be relocated for the purpose of increased capacity.

ARTICLE VII APPOINTMENT

- A. PROBATIONARY APPOINTMENT -- Teachers shall be appointed by a majority vote of the Board of Education upon recommendation of the Superintendent.
- B. PROBATIONARY PERIOD - A teacher must serve a probationary period appointment as prescribed by law before he or she is eligible for permanent appointment. Substitute teaching does constitute a part of the probationary period to the extent allowed by law.

- C. LONG-TERM SUBSTITUTES - A substitute teacher who is assigned to work for a specific regular teacher expected to be absent ninety-three (93) consecutive school days shall be placed on the first step of the salary schedule starting with the first day of work. Should a temporary appointment of a per diem substitute eventually extend to ninety-three (93) consecutive days in the same position, retro-activity of salary shall be granted to day one and the individual becomes a member of the bargaining unit and will be provided the following coverage as per Article II; V; VIII; X, A 1a (prorated accrual); X, B (as below); XI, XII; XIV; XV; (prorated accrual); X, B (as below); XI; XII; XIII; XIV; XV; XVI; XIX; Appendix A; Appendix B. Article X, B. Long-term substitutes shall be granted paid maternity leave per accrued sick leave.
- D. TERMINATION OF APPOINTMENT - A teacher may terminate his/her employment by notifying the Board of Education in writing, thirty (30) days prior to such termination. A probationary appointment may be terminated by the Board of Education, if such termination is in compliance with 3031 of the Education Law. In a teacher's tenure year, every effort will be made to notify the teacher by January 15, as to whether he/she will be granted tenure; but in any event such notification will be at least sixty (60) days immediately preceding the expiration of the probationary appointment.
- E. TENURE APPOINTMENT - Such appointment shall be with full compliance with the State Education Law.
- F. TEACHING IN DIFFERENT TENURE AREAS - A member of the teaching staff will not be considered for a position in a different tenure area unless he/she possesses qualifications and certification requirements for this position. An exception to this regulation will be considered when qualified candidates are not available and the teacher takes training which will qualify him/her for the existing vacancy.
- G. PRIOR EXPERIENCE - Teachers hired by the Barker Central School District will be awarded prior experience credit as follows:
- 1) Teachers with up to two (2) or more years of full-time certificated public school experience in New York State will be guaranteed up to two (2) years of credit for salary purposes.

For this Article, Section and Clause, only full-time will be defined as either a continuous full year or a full year broken only by summer recess, resulting from an appointment by a public school board of education, or two (2) one-half (1/2) years of teaching in the Barker Central School District (i.e., a teacher who is hired for one-half (1/2)

year at Barker as a long-term substitute on two (2) different occasions or if a teacher is hired as a .5 FTE or more teacher at Barker on two (2) different occasions). Salary credit will not be given for day-by-day substituting.

- 2) Teachers with more than two (2) years of full-time certificated public school experience in New York State may be granted more than two (2) years of credit for salary purposes at the discretion of the Superintendent. However, if the teacher was employed full-time as a teacher at Barker within four (4) previous years, prior experience must be given (e.g., a teacher leaves Barker after five (5) years of service; if said teacher is rehired at Barker within four (4) years after leaving Barker he/she will be placed on Step 6 of the proper salary schedule).
- 3) The District reserves the right to grant experience credit for salary purposes for non-teaching experience.
- 4) Prior teaching experience shall be verifiable by a letter from the Superintendent in the District where the previous experience was rendered.

H. SENIORITY CLAUSE - For the purpose of this contract, the seniority date for each employee covered by this contract shall be established as beginning with his/her most recent date of hire.

I. ABOLITION OF POSITION

1. In the event the Board of Education finds it necessary to abolish a teaching position or reduce the teaching force, the services of the teacher having the least seniority in the system within the tenure area of the position abolished or reduced shall be discontinued.
2. Teachers losing position because of the above:
 - a. Shall be placed on a seven (7) year preferred eligibility list.
 - b. Shall be given positions for any job opening in their tenure area or what they are entitled to by law.
 - c. Shall be rehired, with all benefits accrued, in reverse order of layoffs.

Nothing in the above shall expand on the scope of the existing law or be construed to exceed any portion of the law.

- J. All permanent full-time classroom vacancies will be posted in the faculty rooms of both buildings as soon as practicable after the Superintendent knows of the vacancy or after the Board has taken action authorizing the vacancy. Such vacancies shall be filled as quickly as possible after posting.

Such posting shall consist of:

1. Position
2. Effective date of employment
3. Qualifications

ARTICLE VIII CERTIFICATION

- A. Certification Requirement - All teachers must be properly certified by the Department of Education of the State of New York.
- B. Responsibility for Proper Certification
1. It is the responsibility of the teacher to fulfill all requirements of the Department of Education of the State of New York pursuant to certification and any local administrative policies necessary for verification of certification status.
 2. While the school will assist the teacher in certification procedures and keep the teacher informed as to status, such efforts do not in any way excuse the teacher from his/her responsibilities as outlined in paragraph 1. of this section.
 3. Teachers are urged to consult with the Superintendent regarding any problems they may have in certification. Any teacher who does not have a permanent certificate should be absolutely sure he/she knows what he/she must do to be currently certified.
- C. Teacher Status while in the Armed Force - A leave of absence provided according to legal requirements for duration of service will earn credit for regular automatic increments as provided in the salary schedule according to length of service.
- D. Corporal Punishment - No teacher shall use corporal punishment against a pupil. As used in this section, corporal punishment means any act of physical force upon a pupil for the purpose of punishing that pupil, except as otherwise provided below. In situations in which alternative procedures and methods not involving the use of physical force cannot reasonably be employed, nothing contained in this section shall be construed

to prohibit the use of reasonable force for the following purposes:

1. to protect oneself from physical injury
 2. to protect another pupil or teacher or any person from physical injury
 3. to protect the property of the school or others
 4. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.
- E. Retention Policy - Teachers are hired to teach and exercise their professional judgment as to whether a student should be passed or failed. If, because of administrative determination, a student is passed or failed against the wishes of a teacher, such determination shall be indicated on the report card and permanent records of said student.

ARTICLE IX ASSIGNMENTS

- A. Assignments - The Board of Education reserves the right to assign and reassign teachers to their respective positions and duties provided that these assignments are made in accordance with existing law and regulations of the State Department of Education.
- B. Duties and Responsibilities
1. Daily Schedule - Teachers are expected to follow the daily schedule of arrival, assignments and departure as specified each year.
 2. A teacher leaving the building prior to the end of the contract day shall notify the principal's office.
- C. Deviation From Schedule
1. In an emergency it may be necessary for a teacher to fulfill responsibilities outside the maximum required hours. Such emergency shall be determined by the Superintendent or, in his absence, his designee. The President of the Barker Teachers' Union will be notified of the emergency as soon thereafter as practical. Emergency is to be defined as a sudden, urgent, usually unforeseen occurrence or occasion requiring immediate action.

2. While teachers have specified schedules to follow which include conferences and rest breaks, they are on call at all times during the day for school emergencies. Teachers are expected to take responsibility for any pupils in any situation at any time if the teacher is at the scene where action is needed. This is not confined to the room or building in which the teacher is scheduled. All teachers are responsible for pupils in general.
- D. Faculty Meetings - All teachers are expected to attend all faculty meetings pertaining to them. In an emergency, a teacher may be excused from attendance by the person calling the meeting.

ARTICLE X LEAVE OF ABSENCE

A. SICK AND PERSONAL LEAVE

1.
 - a. Sick leave will accumulate at the rate of fourteen (14) days per year with an accumulative total of 295 days. School holidays will not be considered a part of this sick leave.
 - b. When a teacher accumulates 295 days (as per Article X. A.1.a. of the contract), at the end of any given year (e.g., June 30, 1999), said 295 days can be used for contractual benefits as per contract for retirement.
 - c. If said teacher does not retire but returns to work in September, said teacher will receive fourteen (14) credited sick days just like all other teachers in the bargaining unit.
 - d. If said teacher uses less than the allocated fourteen (14) sick days (as spelled out in Paragraph A.1.c. above) in that work year, the remaining days will not be added to the previously accumulated 295 days but will be lost. However, if a teacher uses more than fourteen (14) sick days (e.g., 21 sick days), then the 295 days will be reduced by seven (7) to 288 for contractual benefits as per contract.
2.
 - a. Three (3) personal days leave for legitimate family or personal business are allowable each year in addition to sick leave. Any unused personal days will be added to the unused sick leave, making it possible for a teacher to accumulate a total of seventeen (17) sick days per year. Requests for personal leave are to be submitted to the Superintendent in writing on a form

supplied by the District. Said forms shall act as an affidavit that such leave is being taken for legitimate family or personal business that cannot be done during off-duty time. Said forms are to be submitted at least two (2) days in advance and are not to be requested for the days immediately preceding or following vacation periods. The two days notice may be waived in case of emergency. The Board of Education reserves the right to rescind this stated personal leave policy as far as the individual is concerned, if there is evidence that the terms are being abused. It shall be the responsibility of the Barker Teachers' Union as well as the administration to investigate suspected or alleged abuse of stated policy.

- b. One (1) of the three (3) personal days may be used on the day before or after a holiday or vacation period. Except in the case of a verifiable emergency, the reason for requesting such a day must be provided to the Superintendent at least two (2) work days in advance. The Superintendent shall retain sole discretion in granting such personal days. No more than three (3) teachers (spouses employed in the District count 1) shall be eligible for a personal day on the day before or after a holiday or vacation, and in the event more than three (3) teachers apply, requests shall be considered in order of date of application.
- c. It is recognized that there can be extreme circumstances beyond the control of any person that might cause a teacher to be late returning from a leave, a vacation or a weekend. Example: An airline strike, a train derailment, an automobile accident, a fire, a legally-imposed driving ban, etc. In such cases, the affected party shall, if physically able, call one of the building principals or the Superintendent to explain the circumstances and to request a personal day. Under these circumstances, no reasonable request for a personal day will be denied.

Such emergency personal leave shall in no case be used due to inclement weather, car failure or other routine or usual causes of lateness.

The Superintendent may require documentation, if any is available, and such shall be submitted when requested for such cases.

3. In the event that the teacher is not employed a full school year, the number of days of sick leave will be determined by the number of months of employment.
 4. Sick leave days may be used for the following purposes, but the Board of Education may request proof of necessity after four (4) consecutive days of absence.
 - a. Personal illness
 - b. Serious illness in the family (twelve (12) days maximum per year)
 - c. Death in the immediate family (six (6) days maximum per year)**
 - d. Funerals - $\frac{1}{2}$ to 2 days depending on the location (approval of the time to be arranged by the Superintendent).
- ** Immediate family defined as: wife, husband, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and persons residing full-time in the household.
5. The Board of Education reserves the right to require a physical examination by the school physician before the teacher returns to his/her duties.

B. CHILD-BEARING, MATERNITY, AND CHILD-REARING LEAVE

1. Definitions

- a. Child-bearing Leave - An unpaid leave of absence granted to a teacher at any time between the date a teacher first notifies the District that said teacher is pregnant, and the date the teacher is no longer physically able to work, as determined by her physician.
- b. Maternity Leave - The period of time of the teacher's pregnancy-related disability. Such leave will begin on the date teacher is no longer physically able to work, as determined by her physician, and will end on the date the teacher's physician determines that said teacher is physically able to return to work.
- c. Child-Rearing Leave - An unpaid leave of absence granted to a teacher following delivery and any pregnancy-related disability. Such leave will begin

at the time the teacher's physician determines that said teacher is physically able to return to work. Such leave is also available to teachers upon completion of a legal adoption of a child and in accordance with the provisions of the Family Medical Leave Act.

2. A teacher who is pregnant will notify her Building Principal as soon as practicable after she becomes aware of her pregnancy. No later than the beginning of the fourth (4th) month of pregnancy, the teacher will also submit a statement from a physician confirming the pregnancy and the expected date of delivery. The school district may require a verification of the teacher's ability to perform her duties from her physician at any time during the pregnancy.
3. A teacher desiring a child-bearing leave must request the School Board for permission, in writing, thirty (30) days prior to the date that such leave is requested to begin. Each request must have attached a physician's certificate determining expected date that the teacher is no longer physically able to work.
4.
 - a. A teacher desiring a child-rearing leave must request the School Board for permission in writing. If granted, the leave will commence at the time the teacher's physician determines that said teacher is physically able to return to work following delivery and other pregnancy-related disabilities. For fathers and, in the event of adoption, the leave, if granted by the Board of Education, shall commence within six weeks following the birth or adoption.
 - b. The teacher will normally return from a child-rearing leave at the beginning of a semester. However, a teacher's request for an earlier return will not be unreasonably denied such as in the case of the death of the newborn or loss of spouse's income. Note: A teacher scheduled to return from such leave in September shall be eligible for District paid health insurance during July and August by requesting such coverage prior to June 16.
5.
 - a. The period of time the teacher is absent on maternity leave will be treated the same as the period of time a teacher is absent for any other physical disability.
 - b. A maternity leave shall begin when the teacher has become physically incapable of performing her duties as determined by her physician.

6. a. If a teacher takes a child-rearing leave or child-bearing leave, the teacher shall be entitled to return to the teacher's former position or an equivalent position.
- b. If a teacher returns to work from a maternity leave as soon as her condition permits her to perform her full duties, she shall be entitled to return to her former position, or an equivalent.
7. Child-rearing leave shall be available to male teachers.
8. Reinstatement
 - a. Child-bearing and child-rearing leaves - No salary benefits or fringe benefits may accrue or be utilized by a teacher on child-bearing leave, or a child-rearing leave.
 - b. Maternity leave - It is understood that said teacher will be reinstated in her former position or an equivalent position, at not less than her former salary at the time the leave was granted. However, if said teacher served ninety (90) days or more, including sick days, in the year the leave was granted, her salary shall be her former salary plus one (1) step on the proper salary schedule.
9. A total unpaid leave of absence period shall not exceed a twenty (20) school month period.

C. SABBATICAL LEAVE

1. Sabbatical leaves of one (1) or two (2) semesters may be granted to teachers who have been in continuous employment as full-time teachers at least six (6) years for study of value to the school system.
2. If the Board grants a leave it shall not be for more than two (2) teachers in the school system each year, provided that such number of qualified applicants is received and such leaves will not be prejudicial to the school system.
3. Among qualified applicants, educational benefit to be derived by the school system shall be a significant factor in determining which staff member shall receive sabbatical leave. However, permission for the leave shall be determined by the availability of a replacement teacher and shall be at the Board's discretion.

4. Such leaves must be requested in writing by February 1 of the year preceding the year said leave is to be taken. Request shall be made on forms supplied by the District and given to the Superintendent.
5. Teachers will be informed of the action taken on their applications no later than April 1.
6. Sabbatical leaves for one (1) year shall be at one-half (1/2) of the full salary the teacher would have received during the period of such leave and one-half (1/2) salary for one-half (1/2) year at the salary the teacher would have received.

*Example: If a teacher's annual salary is forty thousand (\$40,000) dollars and is on sabbatical leave for one year, the teacher shall be paid twenty thousand (\$20,000) dollars for that year. If a teacher is on sabbatical leave for one semester and work one semester, the teacher shall be paid thirty thousand (\$30,000) for that year.
7. Salaries paid during sabbatical leave shall be paid at regular pay periods for that portion indicated in Paragraph 6.
8. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
9. If the teacher does not return to the District for at least one (1) complete year, he/she shall fully reimburse the District for all salaries and benefits received during said leave. In addition, if this occurs, no sabbatical leave will be granted the following year to any employee covered in this contract but will resume the following year.
10. When a teacher returns from sabbatical leave, he/she shall be placed in the same, or substantially the same, position which he/she left at the time said leave commenced.
11. The following criteria shall be followed in determining selection of applicants for sabbatical leave.
 - a. Immediate and direct benefit to the school program.
 - b. Demonstration of initiative by the applicant toward achieving his/her goal through other means prior to applying for sabbatical leave.
 - c. If conditions in paragraphs 1. and 2. above are equal, the Board will determine the recipient and shall be

the final authority as to whether the applicants have fulfilled the above criteria satisfactorily.

12. Persons using their sabbatical leave shall file with the District transcripts or grade reports of all work completed as soon as such records become available. This work must be in fulfillment of general plans stated when application for leave was approved.
 13. In the event of an austerity budget, sabbatical leave will not be granted for that year.
 14. Fringe benefits will be proportionately applied; e.g., $\frac{1}{2}$ health insurance, etc. Tuition will not be paid.
- D. LEAVE OF ABSENCE FOR ILLNESS - In the event of an extended period of illness, the teacher should request a leave of absence under the following conditions:
1. If the return to duty of a teacher who is absent because of illness is indefinite and he/she has been absent forty (40) consecutive days, he/she should apply for a leave of absence for a specific period of time, but not to exceed one (1) year.
 2. The teacher's return after such leave is subject to the approval of the school physician.
 3. If the teacher cannot return at the end of one (1) year, he/she may be granted one (1) additional year at the discretion of the Board.
 4. Leave shall be without other contractual benefits and no seniority shall accrue.
- E. LEAVE OF ABSENCE FOR TRAVEL, PEACE CORPS, VISTA
1. Leave of absence for above reason may be approved when such experience is directly connected with the teacher's field of work.
 2. Detailed plans must be submitted at least sixty (60) days prior to the effective day of the leave of absence.
 3. Leave of absence for said reason is without pay or fringe benefits and shall be for a maximum of ten (10) school months.
 4. The teacher shall return to the same salary step upon conclusion of the above.

- F. A teacher on leave of absence who plans to return to active duty for the second semester shall notify the Superintendent in writing of his/her intent by December 1; a teacher planning to return by September shall notify the Superintendent in writing of his/her intent by June 1. A copy of such notification shall also be sent to the Union President.
- G. A sick leave bank shall be established to provide participating employees with access to paid sick leave in the event of a serious personal illness which extends beyond the employee's accumulated sick leave. The sick leave bank shall be established as follows:
1. Membership shall be voluntary.
 2. Employees shall join the bank by authorizing, in writing, the donation of two days of earned sick leave to the bank.
 3. Employees shall be given the opportunity to join the sick leave bank during the annual enrollment period, September 1 - September 30.
 4. Members of the bank will be assessed one additional day of sick leave at such time as the number of days in the bank falls below fifty (50).
 5. A committee comprised of two BTU members appointed by the BTU President and one individual appointed by the Superintendent will oversee the sick leave bank.
 6. The committee will determine the eligibility of an employee to draw from the sick leave bank. An employee who wishes to use the sick leave bank must submit a written request to the committee specifying the reason for the request. The committee shall request that the teacher provide medical statements and other reasonable evidence in support of the request.
 7. Decisions of the committee shall be by majority rule. Upon written authorization of the committee to the Superintendent, sick leave payments will be granted pursuant to this provision. Decisions of the committee will be final and will not be subject to the grievance and arbitration provisions of this agreement.
 8. Only members of the sick leave bank shall be eligible to withdraw days from the bank.
 9. The first thirty (30) consecutive days of personal illness or disability will not be covered by the sick leave bank

but must be covered by the teacher's own accumulated sick leave or absence without pay.

10. A member of the bank may not utilize sick leave bank benefits until all of the teacher's own sick leave days are exhausted.
11. A member of the bank may stop participating in the bank at any time upon written notice to the Superintendent.
12. Upon termination of employment or withdrawal of membership from the bank, a participating employee will not be permitted to withdraw his/her contributed days and he/she will lose all rights and benefits in the sick leave bank. Once withdrawn, an employee may not re-enroll in the sick leave bank.
13. Any one member of the sick leave bank can use a maximum of forty-five days each school year. Requests must be made in increments of fifteen (15) days or less supported by appropriate medical statements and other reasonable evidence.
14. Should the BTU, by majority vote of its members, decide to discontinue the sick leave bank, all accumulated days will be carried to the next year and/or until the bank is depleted.

ARTICLE XI MILEAGE ALLOWANCE

A mileage allowance is granted for the use of privately-owned automobiles for the transaction of school business. The allowance is computed on the basis of the current IRS rate. All business for which such allowance is made must be authorized by the principal and approved in advance. A report should be made showing the date, destination, purpose and round-trip mileage of each trip on a form provided for this purpose.

Tolls and charges for bridges, tunnels, storage, parking and highways will be allowed.

ARTICLE XII PAYROLL PROCEDURE

- A. All salaries shall be paid on a two (2) week basis. Classroom teachers will have a choice of either twenty-one (21) or twenty-six (26) equally-divided paychecks. Such choice must be made during the first week of school on forms provided by the District and once in effect cannot be changed for the school year. The above will be in effect for "normal" school years.

The first paycheck of the school year will fall either on the second or third Friday of September, depending on how the schedule of paydays falls for that particular year to assure a uniform payday for all district employees.

- B. Payroll deductions may be made when authorized by employees or required by law (for such purposes as group insurance, government bonds, professional dues, credit union and the like).

- C. AGENCY FEE

The District shall deduct an Agency Fee from the compensation of employees who are not members of the Barker Teachers' Union but who are covered by Article II - Recognition, of this Agreement. The amount deducted shall be equal to the amount of dues payable by a member for the purpose of collective negotiations in accordance with the provisions of Civil Service Law Section 208 as amended. Said amount and related information shall be provided to the District and those paying said Agency Fee by the Union.

- D. NYSUT BENEFIT TRUST PLAN

Each teacher shall be eligible to have a deduction made for participation in the NYSUT Benefit Trust Plan and/or VOTE/COPE. If elected, this deduction shall be made in twenty (20) equal installments beginning with the teacher's second paycheck.

- E. FLEXIBLE SPENDING ACCOUNT

The District and Union have established a Flexible Spending Account as provided for and regulated by Sections 125 and 129 of the Internal Revenue Code. The purpose of the FSA is to pay/reimburse member expenses for eligible health care and/or eligible child and dependent care expenses with employee pre-tax dollars.

This plan shall allow for payroll deductions from employees' salary of up to the legal maximum annual amount per employee, at the sole option and discretion of the employees involved. The District agrees to allow the employees to have the ability to designate various contributions to this plan. The District agrees to bear the third party administrator's cost in establishing and operating this plan (i.e. the District will pay participant fee to third party administrator). The District shall have the right to deduct any expended funds which remain uncollected from the employee from any funds remaining due and owing the employee upon termination for any reason. Any unexpended funds remaining in the plan fund at the end of the year shall be used by the District to defray the third party

administrator's fee in the first instance, and for the payment of the District's share of health insurance premiums if any additional funds remain after application to the third party administrator's fee.

The District's responsibility with regard to the Flexible Spending Account shall be for implementing the payroll deduction and conveyance of same to the third party administrator. The District shall be held harmless for any and all claims resulting from the management and solvency of the funds.

ARTICLE XIII HOSPITALIZATION

- A. Effective July 1, 2005, all full-time eligible employees may select either the Traditional Blue Point of Service (POS) plan or the Blue Cross/Blue Shield Orleans-Niagara PPO plan. However, the District's premium contribution on behalf of an eligible employee shall not exceed the amount that the District would contribute on behalf of a unit member enrolled in one of the managed care plans made available by the District with the second lowest premium cost.

Enrollment in the Traditional Indemnity Health Insurance Plan shall be available only to a member of the unit electing to pay the difference between the premium cost for such coverage and the premium cost for coverage in one of the managed care plans made available by the District with the second lowest premium cost. The Traditional Indemnity Health Insurance Plan will include a \$200 deductible for individual coverage and a \$400 deductible for two-person or family coverage. The plan will also include an 80/20 co-insurance plan with annual limits (amounts to be paid by the employee), exclusive of (over and above) the deductibles, of \$1,000 (single-person coverage) and \$2,000 (two-person or family coverage). There will be made available two three-tiered prescription co-pay options for enrollees in the Traditional Indemnity Health Insurance Plan. They are \$0 generic, \$5 preferred list, \$10 others or \$10 generic, \$20 preferred list, and \$30 others; premiums will be adjusted to reflect the drug level selected.

The District shall make available to eligible employees a managed care plan referred to as a Traditional Blue Point of Service plan. The prescription co-payment shall be \$5 per in-network prescription and \$10 per out-of-network prescription.

Every effort will be made to have a PPO in place by July 1, 2005. If the PPO plan is not in place by that date, employees may choose to remain in the Traditional Indemnity Health Insurance Plan and the District will pay 100% of the premium

until such time as the PPO plan is available. Employees will have thirty (30) days to convert to a PPO once the plan is put into place by the Orleans-Niagara Health Consortium. At that time, those employees wishing to stay with the Traditional Blue Indemnity Plan will be required to remit to the District, through payroll deductions, the incremental difference between the premium cost of such coverage and the PPO plan rate.

Open enrollment periods shall be established by the District. An employee shall remit any required premium contribution(s) through payroll deductions. Each employee shall select either the POS plan, the PPO plan or the Traditional Indemnity Plan during the first open enrollment period after ratification of this agreement. Each employee shall have one opportunity during his/her participation in the district health insurance plan, as either an active or retired employee, to opt into or out of the PPO plan. All new employees are required to enroll in the POS plan.

Proof shall be supplied by the employee to the Business Office that "double" coverage does not exist. And if it does exist, the employee is encouraged to take the District's cost into consideration when selecting his/her coverage.

The District may change the current plan administrator and/or provide alternative health insurance coverage which is equal to the existing coverage if a majority vote of the Barker Teachers' Union membership is in agreement.

B. PAYMENT IN LIEU OF HEALTH INSURANCE

1. The intent of this section is to eliminate payment for double coverage of health insurance.
2. A member will receive \$1,520 for the family plan, \$1,005 for the two-person plan, or \$490 for the single plan, whichever the member was eligible to receive, if the member does not elect to take the health insurance coverage.
3. A district-employed spouse, who is a member of this bargaining unit, is entitled to \$1,000, providing the other spouse is covered by a district-provided family or two-person health insurance plan.
4. The member understands that surrendering the health insurance is optional, and in order to be eligible the member must show proof of other health insurance coverage. The member may re-enroll in the district health plan, but only during the open enrollment period at the end of the school year (by June 15) or due to a "legal change in status" as defined by Section 125 of the IRS Code.

5. If, due to a legal change in status as defined by Section 125 of the IRS Code, the member needs to return to health insurance under the district's plan, the member is allowed to do so. The member must complete a full half year without the district's health insurance coverage to receive the payment in lieu of health insurance on the half-year cycle.
 6. The member will receive this payment, fifty percent (50%) payable in the first check in January and fifty percent (50%) payable the last check in June.
 7. If there is any change in a tax law or the interpretation of such law, which alters the taxable status of the health insurance provided through this section, the parties shall meet and negotiate any changes necessary to preserve the non-taxable status of the health insurance benefit.
- C. THE DENTAL PLAN - The District will pay 100% of the cost of the dental plan. Said plan can be found with the Superintendent and the Barker Teachers Union President, and is referenced as Appendix G.
- D. The District shall hold save-harmless all members who retired as of July 15, 1976, in regards to equal or better insurance coverage or the "old" Blue Cross/Blue Shield State Plan and continue to pay for same under present formula.
- E. Effective July 1, 2005, any member who retires may convert "sick leave" by the following formula:
1. Day 1 to 120 of accumulation will be converted into insurance coverage in the following manner:
 - a. Twelve (12) days of accumulation - one (1) year of coverage.
 - b. Twenty-four (24) days of accumulation - two (2) years of coverage.
 - c. Thirty-six (36) days of accumulation - three (3) years of coverage.
 - d. Any block of days less than twelve (12) (e.g., forty-six (46) days - four (4) tens, six (6) ones) will be prorated.
 - e. Any teacher who retires on or after July 1, 1990 may choose to convert sick days (1-120) to monies at the rate of 1/1000th of final year's salary for each day of

accumulation up to 120. Such days then cannot be used to convert to health insurance.

- f. Any teacher who retires on or after July 1, 1990 and chooses the insurance conversion as specified in subparagraphs "a-d" above will be responsible for paying for 50% of any increases that may occur in said plan after a teacher retires.
 - g. Teachers who choose subparagraph "e" above may also choose to take all of the days accumulated (up to 120) in cash or take part in cash and part in insurance coverage. However, insurance coverage must be taken in blocks of 12 days (i.e., 12 days = 1 year of coverage, 24 days = 2 years of coverage, etc:).
 - h. Any teacher who retires on or after July 1, 1990 must notify the business office 30 days prior to his/her retirement date of the choice of cash, health insurance, or a combination of cash/health insurance and this choice is then irrevocable.
 - i. Teachers who choose to take all of the days accumulated in cash will certify by signed affidavit to one of the following conditions as of the date of retirement:
 - (a) The teacher and his/her spouse, if applicable, are covered under an insurance policy or Health Maintenance Organization through other means and the teacher reasonably anticipates such coverage to continue for the duration of the health insurance benefits provided through this section; or
 - (b) The teacher has a financial hardship such as significant health expenses, loss of income due to a prolonged illness, disability or death in the teacher's immediate family; or
 - (c) The teacher needs the cash to purchase a new residence or pay for the cost of a college education for the teacher or his/her dependents.
2. Days above 120 accumulation shall be converted to monies in the following manner:
- a. 121-145 at $1/800^{\text{th}}$ of final year's salary for each day of accumulation.

- b. 146-195 at 1/700th of final year's salary for each day of accumulation.
 - c. 196-295 at 1/600th of final year's salary for each day of accumulation.
- F.
 - 1. In order to be eligible for Section E, paragraphs 1. and 2. above, a teacher must retire under the New York State Teachers' Retirement System, be at least 55 years of age and retire from the Barker Central School System. Teachers who leave Barker Central before attaining 55 years of age without retiring under the New York State Teachers' Retirement System will not be eligible for any conversion of the first 120 accumulated sick days.
 - 2. In order to be eligible for Section E, paragraph 2. above, teachers must have 20 years of teaching service at Barker Central. Teachers who leave Barker Central before attaining 55 years of age and without retiring under the New York State Teachers' Retirement System will not be eligible for any conversion of the first 120 accumulated sick days.
- G. The District shall contribute to the IRS Section 125 plan, for all employees who receive health insurance through the district, an amount equal to the employee's contribution to the IRS Section 125 plan to a maximum of \$50 per year for employees receiving single coverage and a maximum of \$100 per year for employees receiving two-person or family coverage.

ARTICLE XIV
WORKERS' COMPENSATION

- A. All teachers shall be covered by Workers' Compensation benefits pursuant to the Education Law.
- B. Teachers may utilize accumulated sick time while out on Workers' Compensation leave. But teachers must reimburse the Board for all Workers' Compensation checks received while the teacher is receiving full pay pursuant to this clause.
- C. At the expiration of all sick leave credit, compensation payments shall be paid directly to the claimant.
- D. Whenever an employee is necessarily absent from duty because of occupational injury or disease, as defined in the Workers' Compensation Law, full pay shall be allowed to him under the Board of Education's plan for sick leave pay, provided the employee is entitled to such sick leave pay at the time of such absence. When the employee's case has been adjudicated by the Workers' Compensation Board, and an award has been granted

covering the time of his absence from employment because of such injury, such compensation shall be credited and paid directly to the Barker Central School District for those days for which the employee has received full pay allowance from the District under its sick leave plan. Upon receipt of such compensation award, the District will re-credit the employee's sick leave time in the same proportion as the compensation award bears to the sick leave pay received by the employee. Any monies awarded because of permanent disability shall be paid to the teacher.

ARTICLE XV
TEACHER EVALUATION
(See Appendices E & F)

- A. The purpose of periodic observation and annual evaluation is to enhance teacher growth. In order to achieve its full usefulness and credibility, it must be understood that the ratings and comments should represent general patterns of behavior and not isolated incidents.
- B. All monitoring, observing and evaluating of the work performance of a teacher shall be conducted openly and with full knowledge and awareness of the teacher, regardless of whether they are unannounced or formerly announced.
- C.
 - 1. Official teacher observations and subsequent evaluations shall be completed only by those supervisory personnel designated by the administration.

However, it is understood that there may be designated subject leaders or department heads.
 - 2. Data related to a teacher's observation and/or evaluation received from subject leaders or department heads may be included in the total evaluation of the teacher.
- D. All official observations and subsequent evaluations shall be done on appropriate forms jointly devised by the Administration and the Union. Such instruments will be recommended by the Superintendent.
- E. Prior to a written observation, the administrator making the observation will review with the teacher her/his pre-lesson planning in the following areas:
 - 1. Objectives of the Lesson
 - 2. Type of Class
 - 3. Unique Problems of the Class
 - 4. Other Related Issues

- F. Official observations shall be at least twenty (20) minutes long and shall be held a minimum of two (2) times a year for probationary teachers, one of which will be held in the first semester and one in the second semester, and a minimum of once a year for tenured teachers. The total evaluation report of a teacher will not be restricted to the official observations mentioned above.
- G. If a specific time for a formal supervisory observation has been arranged, the supervisory person shall notify the teacher as soon as possible if he/she must cancel same.
- H. In addition to the usual assistance which probationary teachers receive, those receiving unsatisfactory ratings shall be given extra guidance and prescriptive measures for improvement in their areas of weakness, and shall be expected to fulfill the necessary steps in order to correct these weaknesses.

I. Evaluation Conference

Evaluations shall be completed between February 1 and June 1.

J. Post-Observation/Evaluation Conference

Teachers shall be given a signed copy of any observation/evaluation report prepared by their supervisors and/or principals and intended for filing in their personnel folders at the post-observation/evaluation conference. A copy of these reports shall be forwarded to the teacher prior to the post-observation/evaluation conference.

Teachers will be notified and a mutually-convenient date will be set for the conference within ten (10) work days after said observation/evaluation is completed. Such ten (10) workday limitation may be waived in case of emergency or for reasons beyond the control of the principal. If such is the case, the teacher will be notified and a mutually-convenient date will be set for the conference. Teachers who request time to review their evaluation before the conference will be given a new post-conference date.

Within ten (10) work days of the post-observation/evaluation conference date, teachers shall be given an opportunity to write a formal response to any comment, criticism, or reprimand at which point the report will be filed. Teachers will be required to sign said post-observation/evaluation report, although the signature will only attest to the fact that said teacher has seen the report. The teacher response mentioned above shall be attached to the report. Teachers receiving an overall rating of "unsatisfactory" have the option of being accompanied to the

post-observation/evaluation conference by a third party. The administrator shall be so informed prior to the meeting and may elect to include a fourth party. These individuals shall be observers only and will not participate in any discussion.

At the conclusion of this conference, the teacher and/or administrator may elect to have a second observation/evaluation conference. The third and fourth parties may be active participants in this conference.

- K. No material, excluding pre-employment sources, derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material within thirty (30) work days after receipt of written or oral notification. Teachers may respond to said material in writing and said response shall be affixed to said material.
- L. If retained for a second year, etc., a probationary teacher who receives an "unsatisfactory" observation during his/her first or second year shall be rated by a second additional person.
- M. Teachers shall have the right, upon request, to review the contents of their personnel file and to make copies of any locally-originated documents in it, unless prohibited by law. The cost of such copies is to be borne by the Union.

ARTICLE XVI TEACHING ASSIGNMENTS

- A. The workday for teachers shall be seven (7) hours and fifteen (15) minutes (including lunch) in duration. Teachers will continue to make themselves available for student help, faculty meetings, bus emergencies, scheduled parent conferences, "Open House" activities and unusual circumstances that may from time-to-time arise, which may be beyond the normal workday.
- B. The District shall seek volunteers for assignments to supervision which occur a maximum of twenty (20) minutes before and/or a maximum of thirty (30) minutes immediately after the normal teacher workday. In the event there are no volunteers, teachers will then be assigned in alphabetical order for one (1) semester at a time. At the time of the assignment, the teacher will be given the choice of compensatory time OR compensation at the approved supervisory rate. Scheduling of compensatory time will occur with prior approval of the Building Principal and such compensatory time shall not interfere with the teacher's assigned teaching duties.
- C. The regular work year of a teacher will be limited to ten (10) months duration but in no event will be longer than 187 days.

The first day of work for the school year shall consist of faculty meetings and related tasks as assigned by the Board or the District administrators. Students will not be scheduled to be in school on that day.

The District has the option of changing 187 days to 186 days plus six (6) one-hour professional development classes required of all members of the bargaining unit. The professional development classes would be offered immediately after the regular school day.

- D. All teachers, except Middle School teachers, will be given five (5) preparation periods free of classroom contact, except in emergencies, per week. The District will make an effort to assign such preparation periods on a daily basis.
- E. Teachers in the Middle School will be given: (a) five (5) teaching periods; (b) one (1) preparation period and one (1) team planning period free of classroom contact, except in emergencies, per day; and (c) two (2) duty periods.
- F. Each teacher will receive a duty-free lunch period of at least thirty (30) minutes in duration.
- G. Every effort will be made to notify all teachers of their annual assignments by June 20th each year. If changes to assignments become necessary after June 20th, teachers affected shall be notified as soon as practicable, but in any case by August 10th.
- H. When faculty are required to attend Parent/Teacher conferences or Open House activities which are held outside of their normal workday and when such activities are scheduled on a building-wide basis, compensatory time shall be made available. No compensatory time will be given for one (1) building-wide event per school year. The Superintendent will determine which evening event will not receive compensatory time.

The compensatory time shall be granted on the afternoon of the day on which the activity is held, or during another school day, if the Commissioner's Regulations so allow, if there is no loss of state aid and if it is mutually agreed to by the Union President and the Superintendent of Schools.

The building principal shall convene annually an advisory review committee comprised of the elected Department Chairs in the high school, Team Leaders in the middle school, Grade Level Leaders in the elementary school, and administration for the purpose of reviewing the following components of an Open House program: purpose, format, date, and time. Dates of the Parent/Teacher Conferences shall also be reviewed by this committee.

- I. District will permit a yearly total of six (6) paid days off from school, without loss of benefits, for Barker Teachers' Union delegates to attend the teachers' state conference. Expenses for the conference shall be borne by the Barker Teachers' Union.
- J. TEACHING PERIODS - The number of daily periods of classroom instruction for a teacher should not exceed five (5). This includes special teachers. It may be necessary, at the administrator's discretion, to require a teacher to teach six (6) teaching periods a day. When this becomes unavoidable, in grades six (6) through twelve (12), the teacher(s) involved will not be given a study hall or hall duty assignment.
- K. All teachers will be allowed to leave twenty (20) minutes early the day before the start of Christmas, Easter and Thanksgiving holidays.
- L. Teachers of children with special needs (e.g., handicapped) who by law are required to write five (5) or more I.E.P.'s and subsequently hold parent conferences will be given one (1) day per year, without students, to write said I.E.P.'s and attend said conferences. That day shall be scheduled in consideration of state mandates concerning the due date for I.E.P.'s.
- M.
 - 1. An individual hired to work three classes in the Middle-Senior High School and within four (4) consecutive periods during the school year shall be appointed as a .5 FTE teacher and his or her annual salary and benefits shall be pro-rated on the basis of the same .5 FTE.
 - 2. This agreement does not affect any teacher who may be reduced by the action of Section 2510 of the Education Law.
 - 3. These provisions shall have no impact or be used in the interpretation of Article XVI, paragraph J of the parties' collective bargaining agreement.
- N. If the minimum requirements of the school year as established by State regulation to maintain full state aid are met, elementary teachers shall have the equivalent of four one-half days of student instruction during the last five (5) days of the school year to be determined by the Superintendent and the BTU President by May 1 of each year. If state aid requirements are not met, students will attend for full days as necessary to meet such requirements. Student-free time will be used to complete end-of-the-year tasks.
- O. Teaching Assistants shall have a workday of 7 hours and 15 minutes, inclusive of one thirty minute duty-free lunch period and one duty-free period equal in length to a planning period.

The provisions of Sections D and E of this article will not pertain to teaching assistants.

ARTICLE XVII UNION RIGHTS

- A. In the event the Union President is a Secondary teacher, he/she shall only be assigned Homeroom, Hall Duty or Study Hall in the event the principal cannot reasonably adjust the schedule to accommodate the Union President.
- B. In the event the Union President is an elementary teacher, the Union may request that the District make some provision for similar consideration. The Superintendent shall determine whether this consideration can be extended.
- C. In the event the President is also a Department Chair, this provision shall not limit those responsibilities.

ARTICLE XVIII STUDENT TEACHERS

Student teachers will only be assigned to tenured teachers and then only with their permission. If all tenured teachers refuse to accept said student teachers, the Superintendent may then assign such student teachers to tenured teachers.

ARTICLE XIX EXTRA-COMPENSATION SCHEDULES

- A. Extra-curricular activities, class and school functions conducted after regular school hours are an accepted, desirable, and necessary part of the total school program. It shall be the responsibility of all faculty members to support and assist with these phases of the program in cooperation with other faculty members and the student body. Teacher participation in clubs is voluntary.
- B. Compensation for Extra Duty - Teachers shall be compensated for assigned duty at athletic events (ticket taking and general supervision), supervision at dances (full evening), and for the supervision of students on the spectator bus to and from athletic events away from home.
- C. All faculty members who wish to do so will be given an opportunity to sign up for duty. Those who are willing to accept extra assignments at the regular rate of compensation may be given several assignments. Those faculty members who do not wish to volunteer for such assignments will not be asked to accept duty if other members of the faculty are willing to work extra assignments.

- D. Supervision - Compensation shall be at the rate of \$17.62 per hour to a maximum of six (6) hours.

Starting supervision time is one-half hour before the event unless otherwise notified by the administration.

- E. NOTE: No compensation shall be given for voluntary participation on Shared Decision-Making Committees.

- F. Home Teachers - Home teachers will be paid at the rate of \$27.09 per hour.

If school vehicles are available, they may be used for such assignments.

- G. High School Cafeteria Duty - Teachers on cafeteria duty shall receive \$13.54 per day.

Nothing in this provision shall be interpreted or applied so as to prevent the District from employing aides or monitors to assist or take the place of teachers working cafeteria duty. However, teachers currently working said duty are held harmless from this interpretation.

- H. Any Guidance Counselor hired after July 1, 1988 will be paid on the teacher's salary schedule plus 1/200th of salary for each additional day required to work beyond the teacher's work year.

- I. 1. The Board will pay tuition (not books) for up to thirty (30) hours after permanent certification or BA+30. Tuition is payment for courses taken either at an accredited college or university. Such payment will be made only for the "tuition" of courses taken under usual circumstances and does not include travel, lodging, etc. Maximum payment will be at the rate charged by the State University of New York per credit hour.

Payment shall be made upon completion of the courses and receipt of the grade report from the attending college or university.

2. Approval of courses by the Superintendent or his/her designee, for salary credit and/or tuition reimbursement is required except as specified below.

The following courses, when taken at an accredited college or university do not require prior approval:

- a) Courses leading to permanent certification and/or a Master's Degree in the subject area and/or tenure area of which the teacher is a member and is currently teaching.
- b) Courses taken beyond permanent certification and/or a Master's Degree in the subject area or tenure area in which the member is currently teaching.
- c) Courses with an education prefix, taken beyond permanent certification and/or a Master's Degree outside of subject area or tenure area in which the member is currently teaching, to a maximum of fifteen (15) hours.
- d) When a teacher transfers to a new assignment, he/she may apply for salary credit for courses previously taken but for which salary credit has not already been granted. Such credit will be granted prospectively for those courses which meet the criteria for courses covered under "a" and "b" above in relation to the teacher's new assignment.
- e) It is understood for the purposes of this section that all courses for salary credit must be at the graduate level. Undergraduate courses receiving salary credit prior to July 1, 2001 shall continue to receive such credit. Nothing herein shall prevent the Superintendent from approving undergraduate courses for salary credit.

All other courses require advance approval from the Superintendent. Such approval will be for courses which are related to the teacher's current assignment or further assignments anticipated by the District.

All courses for salary credit and/or tuition reimbursement shall meet the minimum standard of twelve (12) clock hours per credit hour.

3. A committee consisting of three members appointed by the Superintendent and three members appointed by the Barker Teachers' Union President will meet to address issues concerning the use of nontraditional coursework such as video and Internet courses for the purpose of paid, graduate hours and graduate cost reimbursement under the Contract.

The recommendations of the committee will be forwarded to the Superintendent and the President of the Barker

Teachers' Union for the purpose of writing a Memorandum of Agreement governing this topic.

- J. Payment for course work engaged in during the spring semester will begin with the first pay in September, provided that application for payment and an approved grade report are submitted prior to the first day of student attendance.
- K. Payment for course work engaged in during the summer semester will be paid retroactively from the first pay in September, provided application for payment and an approved grade report are submitted within sixty (60) days of the end of the session in which the teacher was engaged. Extensions will be granted if fault lies with the respective college or university.
- L. Payment for course work engaged in during the fall semester will begin in the second pay period in January.

Application for payment and an approved grade report may be submitted up to one (1) week prior to the second pay period in January for a pay adjustment in the second pay period in January.

Otherwise, payment will be made retroactively back to the second pay period in January for applications for payment and approved grade reports submitted up to sixty (60) days after the close of the respective college or university semester.

Payroll adjustments for course work engaged in during the fall semester will be computed as follows: the difference in total salary between the original salary and the new salary after credit is given for course work will be divided by two (2) and the balance shall be equally distributed by the number of pay periods remaining for that individual; either twelve (12) or seventeen (17), depending upon the option previously selected for payroll purposes.

- M. Inservice courses taken outside of the workday will be paid at the rate specified below so long as prior approval is obtained, there is successful completion of said course and an agreed to number of hours per day is known. Mealtime is to be included as paid time if mealtime is a recognized part of the inservice program. The pay rate shall be \$24.33 per hour.
- N. Curriculum development, when approved in advance, shall be paid at the rate of \$24.33 per hour.
- O. Department Chairs shall be paid an annual stipend of \$825. Department Chair positions shall be voluntary and cannot be held by non-tenured teachers unless by mutual consent of the Barker Teachers' Union and the District.

It is understood that the following job duties and responsibilities performed by the Department Chairs shall be done during the school day.

1. Plan and conduct departmental meetings.
2. Serve as liaison between the administration and the department.
3. Assist building administrators and teachers in the evaluation, selection, utilization and coordination of instructional resources.
4. Work with building principals in the budgetary process.
5. Provide periodic written reports pertaining to department activities.

Department Chairs will be elected using the procedure in Appendix D as follows:

6-12 Vertical

English/Library
Social Studies
Mathematics
Science
Foreign Language
Specials (Art/Music/Home & Careers/Driver Ed.)
Vocational Education (Business/Technical)
Guidance

Middle School (Horizontal)

Department Chairs in Middle School will be known as "Team Leaders."

Grade 6 Grade 7 Grade 8

Elementary School (Horizontal)

Department Chairs in Elementary School will be known as "Leaders."

Grades Pre-K, K, 1, 2, 3, 4, 5
Specials (Library/Gifted & Talented/Art/Music)

Beginning July 1, 2006, the Pre-K and K Leader positions will be combined and one Leader will represent both.

Job Duties - A Memorandum of Agreement will define the job duties and positions of Department Chairs, Team Leaders, and Leaders as identified in Article XIX, O.

It is agreed that a committee consisting of three members appointed by the Superintendent and three members appointed by the Barker Teachers' Union President will meet to review the current job duties and positions of Department Chairs, Team Leaders, and Leaders.

The proposed recommendations of the committee will be forwarded to the Superintendent of Schools and the President of the Barker Teachers' Union for the purpose of writing a Memorandum of Agreement governing this topic and inclusion in the District's Job Description Manual.

- P. A teacher who satisfies the conditions of eligibility stated below shall be entitled to a retirement incentive in the amount of \$20,000. Calendar year 2002 will be the first calendar year in which these provisions shall apply.

Eligibility

For those teachers eligible to retire by June 30 of any given year, the following eligibility requirements shall apply:

1. As of the effective date of retirement, the teacher must be in the first year of eligibility to receive retirement checks without reduction under the regulations of the New York State Teachers' Retirement System.
2. The teacher must have a letter of retirement on file with the Superintendent no later than February 1 of the year of retirement.
3. The teacher must retire on June 30 or July 1 of the year he or she becomes eligible to retire.
4. The teacher must have at least twenty (20) years of service in the Barker Central School District as of the effective date of retirement.
5. Teachers who become eligible in July and August may choose to retire prior to September 1 of the year in which they become eligible or wait until June 30 or July 1 of the following Year. In either instance, #2 above applies.
6. The teacher who is eligible to retire under the regulations of the New York State Teachers' Retirement System but does not have at least twenty (20) years of service in the Barker Central School District will be eligible for the retirement incentive in the twentieth (20th) year of service to the District only.

The retirement incentive program is in lieu of any New York State plan offered to encourage teacher retirement. However, if a state plan is offered, and the Board of Education adopts such plan, a teacher who is eligible for this incentive must make a choice between the District's incentive and the State's incentive.

For the 2001-2002 school year only, any teacher who is eligible to retire without reduction under the regulations of the New York State Teachers' Retirement System and who has at least twenty (20) years of service in the Barker Central School District shall be eligible for this incentive. Teachers wishing to take part in the incentive during the 2001-2002 school year must have a letter of retirement on file with the Superintendent no later than February 1, 2002.

- Q. Teachers agreeing to perform approved AIS duties after the regular workday will be paid at the rate of \$27.09 per hour.
- R. Clubs - Salaries for club advisors shall be indexed to Step 1 of the BA salary schedule for teachers as follows:

Category	Step 1	Step 2	Step 3	Step 4
A	8.06%	8.18%	8.29%	8.41%
B	4.66%	4.77%	4.89%	5.01%
C	3.02%	3.13%	3.25%	3.37%
D	1.85%	1.97%	2.08%	2.20%
E	1.49%	1.49%	1.49%	1.49%

Clubs are assigned to categories as follows:

Category A

American Field Service
Drama Production(All School)
Latrator
Varsity Club

Category C

DECA
Drama Production(Stage Dir.)
Odyssey/Mind-MS
Vocal-Elementary
Walking Club
Yorker Club

Category B

Band-Elementary/MS
Band-High School
Computer Club
Junior Class
Latrator Business
Advisor
Odyssey/Mind-HS
Senior Class
Student Council-HS
Student Council-MS
Video Club
Vocal-MS/HS

Category D

French Club
 Freshman Class
 Future Homemakers (FCCLA)
 Future Teachers
 Garden Club
 Medical Careers
 National Honor Society-HS
 Middle School 5-8 Honors
 Newspaper Club
 Odyssey/Mind-Elementary
 SADD
 Scholastic Bowl
 Sophomore Class
 Spanish Club
 Technical Theater (Stage Crew)
 Garden Club

Category E

Grade 8 Trip Advisor
 Drama Production
 (Promotion Dir.)
 Elementary Store
 English Club
 French Club-MS
 Masterminds
 Photography Club
 REAP
 Rocketry Club
 Safety Patrol
 Drama Club-MS
 Journalism Club-MS
 Gavel Club-MS
 Technology Club
 Future City-MS

Steps denote years of service in Barker in that capacity. Monies shown above are total monies for said activities. Posting of a Drama Production is to be determined by the District. When posted, it will substitute for Drama Club (1 play) and will include Stage Director and Promotion Director postings.

All other clubs and extra-curricular activities desired by the District shall be offered to employees selected by the District from available candidates.

An employee who is appointed to a coaching, club advisor, or Department Chair position by the Board of Education and who receives a stipend for such work shall have the option of having such payment included in his/her regular paycheck or receiving such payment in a separate, lump sum check at the end of their obligation.

For coaches of extra-curricular sports, the separate lump-sum check may be elected at the end of the sport's season.

1. If a teacher moves from one category to another category in an upward mode (e.g., Category D to Category C), said teacher will start at Step 1 of the new category for compensation payment.
2. If a teacher moves from one category to another category in a downward mode (e.g., Category B to Category D), said teacher will be placed on the same step (e.g., Junior Class Advisor Step 2 to Freshman Class Advisor Step 2).

*The above procedures in paragraphs 1. and 2. will apply when said movement is within the same area of responsibility but different grade levels (e.g., Class Advisors, Odyssey of the Mind, Student Council and Drama Club).

3. If a teacher moves within a category of similar responsibility, seniority will accrue (e.g., Class Advisor, National Honor Society, Odyssey of the Mind, Grade Advisors and Foreign Language Clubs).
4. Any club not contained in the extra-compensation schedules must be approved by the Board of Education prior to the advisor of said club being eligible for additional compensation. Any new club which is approved by the Board of Education shall be placed in Category E of the extra-compensation schedules and at the conclusion of the first school year of operation, a labor management team, composed of an equal number of District and Union representatives, will make recommendations to the Board of Education and Executive Committee of the Union concerning future category placement of the club within the extra-compensation schedules.
5. Unit members shall be given the opportunity to apply for vacancies as advisors and shall be appointed to the position before said vacancies are offered to non-unit members.

ARTICLE XX MENTOR PROGRAM

A district-wide mentoring program will be established in the following manner:

- A. The Mentor Committee will be made up of five representatives, two Board of Education/Superintendent selected, and three selected by the BTU.
- B. All new-to-district teachers will participate in certain aspects of the program as identified by the Mentor Committee.
- C. All first-year teachers will participate as required by the Mentor Committee.
- D. Participation in this program during a teacher's first year at Barker Central School will be compulsory. Voluntary participation, with approval of the Mentor Committee or participation prescribed by the building principal for further improvement, may occur in the teacher's second year at Barker Central School.

- E. The Mentor Committee will run a summer orientation program for all new employees in late August of each year, beginning in 2001.
- F. In year one (2001-2002), the Mentor Committee will research various models, proposals and ideas for implementing a mentoring program. The program developed will be required to operate within an established budget.
- G. Safeguards insuring every possibility for the success of the mentoring program should be put in place. These include, but are not limited to, maintaining records, accountability for follow-through, program evaluation, and program modification based on input from participants.
- H. The program plan developed by the Mentor Committee will require approval of the Superintendent and the Barker Teachers' Union President for implementation. The specific terms of the program will be established in a memorandum of agreement.
- I. \$3,000 will be provided to fund program development and implementation during the 2001-2002 school year.

BARKER CENTRAL SCHOOL BOARD OF EDUCATION

and

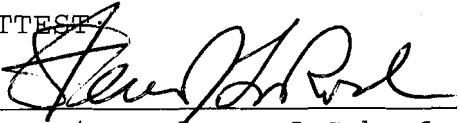
BARKER TEACHERS' UNION

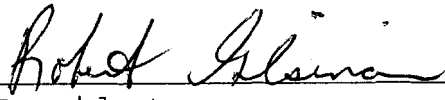
WORKING AGREEMENT

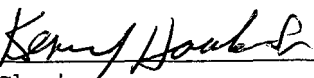
This Agreement is made and entered into this 29th day of Apr'l, 2005, by and between the Superintendent of Schools, upon authorization from the Board of Education and the Barker Teachers' Union for a period of three years, from July 1, 2004 through June 30, 2007.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ATTEST:


Superintendent of Schools
(for Board of Education)


President,
Barker Teachers' Union


Chairperson,
Negotiating Committee

APPENDIX A

Inter-Scholastic Salary Schedule

Salaries for coaches shall be indexed to Step 1 of the BA salary schedule as follows:

<u>Sport</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Varsity Football (1)	13.72%	13.86%	13.97%	14.37%
Assistant Football (4)	10.45%	10.55%	10.73%	11.12%
Varsity Basketball (1)	13.72%	13.86%	13.97%	14.37%
JV Basketball (1)	11.12%	11.22%	11.40%	11.77%
Wrestling (1)	13.72%	13.86%	13.97%	14.37%
Assistant Wrestling (1)	9.94%	10.06%	10.18%	10.55%
Swimming (1)	13.72%	13.86%	13.97%	14.37%
Assistant Swimming (1)	9.94%	10.06%	10.18%	10.55%
Varsity Baseball (1)	12.54%	12.64%	12.82%	13.19%
JV Baseball (1)	9.94%	10.06%	10.18%	10.55%
Varsity Track (1)	12.54%	12.64%	12.82%	13.19%
Assistant Track (2)	9.39%	9.51%	9.69%	10.06%
Golf (1)	9.53%	9.63%	9.73%	10.06%
Tennis (1)	10.92%	11.04%	11.16%	11.53%
Varsity Cross Country (2)	12.15%	12.25%	12.43%	12.82%
Varsity Field Hockey (1)	12.15%	12.25%	12.43%	12.82%
JV Field Hockey (1)	9.39%	9.51%	9.69%	10.06%
Asst. Field Hockey (1)	9.39%	9.51%	9.69%	10.06%
Varsity Volleyball (1)	12.15%	12.25%	12.43%	12.82%
JV Volleyball (1)	9.39%	9.51%	9.69%	10.06%
Varsity Girls'				
Basketball (1)	13.72%	13.86%	13.97%	14.37%
JV Girls' Basketball (1)	11.12%	11.22%	11.40%	11.77%
Varsity Softball (1)	12.54%	12.64%	12.82%	13.19%
JV Softball (1)	9.94%	10.06%	10.18%	10.55%
Cheerleading				
(Football) (1)	7.09%	7.23%	7.31%	7.67%
Cheerleading				
(Basketball) (1)	7.90%	8.02%	8.13%	8.48%
JH Football (1)	6.46%	6.55%	6.65%	6.93%
JH Asst. Football (1)	6.46%	6.55%	6.65%	6.93%
JH Boys' Basketball (2)	5.44%	5.54%	5.63%	5.90%
JH Girls' Basketball (2)	5.44%	5.54%	5.63%	5.90%
JH Cross Country (1)	5.44%	5.54%	5.63%	5.90%
JH Soccer (2)	5.44%	5.54%	5.63%	5.90%
JH Swimming (1)	5.44%	5.54%	5.63%	5.90%
JH Track (1)	5.44%	5.54%	5.63%	5.90%
JH Golf (1)	5.44%	5.54%	5.63%	5.90%
JH Volleyball (1)	5.44%	5.54%	5.63%	5.90%
JH Wrestling (1)	5.44%	5.54%	5.63%	5.90%

1. The Athletic Director shall be paid the sum of Step 4 of the Varsity Football coaching stipend plus Step 4 of the Varsity Boys' Basketball coaching stipend each year.
2. Steps denote years of service in Barker in that capacity.
3. Session is defined as at least two (2) hours in length.
4.
 - a. Coaches transferring from a more responsible position to a less responsible position within the same sport shall be placed on the same step they were on previously. Example: Teacher "A" transfers from varsity, Step 2 in 1984, to junior varsity, Step 2 in 1985; Teacher "B" junior varsity, Step 3 in 1981, to junior high, Step 3 in 1986.
 - b. There shall be no transfer of experience from a less responsible position to a more responsible position.
 - c. There will be no bumping in regards to the above. A position must be open.

APPENDIX B

Teachers' Salary Schedules
2004-05

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	33,606	35,825	39,159	40,268	38,047	39,159	41,380
2	33,606	35,825	39,159	40,268	38,047	39,159	41,380
3	33,985	36,205	39,537	40,648	38,427	39,537	41,759
4	34,617	36,838	40,171	41,279	39,059	40,171	42,389
5	35,375	37,596	40,927	42,037	39,817	40,927	43,149
6	36,260	38,481	41,813	42,921	40,702	41,813	44,033
7	37,398	39,620	42,950	44,060	41,839	42,950	45,171
8	38,535	40,756	44,088	45,198	42,978	44,088	46,308
9	39,673	41,894	45,225	46,336	44,115	45,225	47,447
10	41,065	43,284	46,616	47,726	45,505	46,616	48,837
11	42,454	44,675	48,006	49,116	46,896	48,006	50,227
12	43,844	46,065	49,397	50,506	48,287	49,397	51,618
13	45,361	47,582	50,913	52,024	49,804	50,913	53,135
14	47,211	49,430	52,758	53,867	51,648	52,758	54,976
15	49,737	51,955	55,282	56,393	54,174	55,282	57,502
16	52,893	55,113	58,440	59,550	57,332	58,440	60,660
17	56,051	58,270	61,597	62,706	60,487	61,597	63,816
18	59,150	61,366	64,691	65,800	63,583	64,691	66,908
19	62,305	64,521	67,844	68,954	66,736	67,844	70,062
20	71,405	73,818	77,438	78,645	76,232	77,438	79,852

NOTE: MA+15 means an MA with 45 hours beyond a BA
MA+30 means an MA with 60 hours beyond a BA

APPENDIX B

Teachers' Salary Schedules
2005-06

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	34,110	36,363	39,746	40,872	38,618	39,746	42,000
2	34,110	36,363	39,746	40,872	38,618	39,746	42,000
3	34,495	36,748	40,130	41,257	39,003	40,130	42,386
4	35,136	37,391	40,773	41,898	39,645	40,773	43,025
5	35,905	38,160	41,541	42,668	40,415	41,541	43,796
6	36,804	39,058	42,440	43,565	41,312	42,440	44,693
7	37,959	40,214	43,594	44,721	42,467	43,594	45,848
8	39,114	41,368	44,749	45,876	43,623	44,749	47,003
9	40,268	42,523	45,904	47,031	44,777	45,904	48,159
10	41,681	43,933	47,315	48,442	46,188	47,315	49,569
11	43,091	45,345	48,727	49,853	47,599	48,727	50,981
12	44,502	46,756	50,138	51,264	49,011	50,138	52,392
13	46,042	48,296	51,677	52,804	50,551	51,677	53,932
14	47,825	50,073	53,444	54,567	52,320	53,444	55,691
15	50,383	52,631	56,001	57,126	54,878	56,001	58,249
16	53,581	55,829	59,200	60,324	58,077	59,200	61,448
17	56,780	59,027	62,398	63,521	61,273	62,398	64,646
18	59,955	62,202	65,572	66,696	64,448	65,572	67,819
19	63,153	65,399	68,768	69,892	67,645	68,768	71,016
20	72,812	75,273	78,964	80,194	77,734	78,964	81,425

NOTE: MA+15 means an MA with 45 hours beyond a BA
MA+30 means an MA with 60 hours beyond a BA

APPENDIX B

Teachers' Salary Schedules

2006-07

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u>	<u>MA</u>	<u>BA+45/ MA+15</u>	<u>MA+30</u>
1	34,621	36,908	40,342	41,485	39,197	40,342	42,630
2	34,621	36,908	40,342	41,485	39,197	40,342	42,630
3	35,012	37,299	40,732	41,876	39,588	40,732	43,021
4	35,663	37,952	41,385	42,527	40,240	41,385	43,671
5	36,444	38,732	42,164	43,308	41,021	42,164	44,453
6	37,356	39,644	43,077	44,219	41,932	43,077	45,364
7	38,528	40,817	44,248	45,392	43,104	44,248	46,536
8	39,700	41,988	45,420	46,564	44,277	45,420	47,708
9	40,872	43,160	46,592	47,736	45,448	46,592	48,881
10	42,306	44,592	48,025	49,169	46,881	48,025	50,313
11	43,738	46,026	49,457	50,600	48,313	49,457	51,745
12	45,169	47,457	50,890	52,033	49,746	50,890	53,178
13	46,732	49,020	52,452	53,596	51,309	52,452	54,741
14	48,494	50,774	54,192	55,331	53,052	54,192	56,470
15	51,089	53,368	56,785	57,925	55,647	56,785	59,065
16	54,331	56,611	60,028	61,169	58,890	60,028	62,308
17	57,574	59,853	63,272	64,410	62,131	63,272	65,551
18	60,680	62,953	66,364	67,502	65,227	66,364	68,639
19	63,917	66,190	69,599	70,737	68,462	69,599	71,874
20	74,232	76,740	80,504	81,758	79,249	80,504	83,013

NOTE: MA+15 means an MA with 45 hours beyond a BA
MA+30 means an MA with 60 hours beyond a BA

APPENDIX B

Teaching Assistants' Salary Schedules

2004-05

<u>Step</u>	<u>BA</u>	<u>BA+30</u>
4	17,308	18,419
5	17,687	18,798
6	18,130	19,240
7	18,699	19,810
8	19,267	20,378
9	19,836	20,947
10	20,532	21,642
11	21,227	22,337
12	21,922	23,032
13	22,680	23,791
14	23,605	24,715
15	24,868	25,977
16	26,446	27,556
17	28,025	29,135
18	29,575	30,683
19	31,152	32,260
20	35,702	36,909

TEACHING ASSISTANTS:

1. The Board of Education reserves the right to determine the starting salary of 12-month teaching assistants. Annual increases will be comparable to the percentage increase applied to Step 20 of the teacher's salary schedule, taking effect July 1 each year.

2. 12-month teaching assistants will follow the teacher's work schedule from the first day of teaching in the fall through the last day of teaching in June. Between the last day of teaching in June and the first day of teaching in the fall, 12-month teaching assistants will be required to work 35 additional days.

APPENDIX B

Teaching Assistants' Salary Schedules
2005-06

<u>Step</u>	<u>BA</u>	<u>BA+30</u>
4	17,568	18,695
5	17,952	19,080
6	18,402	19,529
7	18,979	20,107
8	19,557	20,684
9	20,134	21,261
10	20,840	21,966
11	21,545	22,672
12	22,251	23,378
13	23,021	24,148
14	23,912	25,036
15	25,191	26,315
16	26,790	27,914
17	28,390	29,513
18	29,977	31,101
19	31,576	32,699
20	36,406	37,636

TEACHING ASSISTANTS:

1. The Board of Education reserves the right to determine the starting salary of 12-month teaching assistants. Annual increases will be comparable to the percentage increase applied to Step 20 of the teacher's salary schedule, taking effect July 1 each year.

2. 12-month teaching assistants will follow the teacher's work schedule from the first day of teaching in the fall through the last day of teaching in June. Between the last day of teaching in June and the first day of teaching in the fall, 12-month teaching assistants will be required to work 35 additional days.

APPENDIX B

Teaching Assistants' Salary Schedules
2006-07

<u>Step</u>	<u>BA</u>	<u>BA+30</u>
4	17,831	18,976
5	18,222	19,366
6	18,678	19,822
7	19,264	20,408
8	19,850	20,994
9	20,436	21,580
10	21,153	22,296
11	21,869	23,013
12	22,584	23,728
13	23,366	24,510
14	24,247	25,387
15	25,544	26,684
16	27,165	28,305
17	28,787	29,926
18	30,340	31,476
19	31,958	33,095
20	37,116	38,370

TEACHING ASSISTANTS:

1. The Board of Education reserves the right to determine the starting salary of 12-month teaching assistants. Annual increases will be comparable to the percentage increase applied to Step 20 of the teacher's salary schedule, taking effect July 1 each year.
2. 12-month teaching assistants will follow the teacher's work schedule from the first day of teaching in the fall through the last day of teaching in June. Between the last day of teaching in June and the first day of teaching in the fall, 12-month teaching assistants will be required to work 35 additional days.

APPENDIX C

Tuition for Children of Non-Resident Staff Members

The following agreement is entered into between the Barker Central School District and the Barker Teachers' Union in regards to children of certified staff enrolling in the Barker Central School District:

1. Enrollment is open to children in Grades Pre-K-12 and shall include regular classroom instruction and all district-operated remediation, enrichment and/or accelerated programs and extra-class activities.
2. Excluded from enrollment shall be placements approved by the Committee on Special Education and all programs under the auspices of the Orleans-Niagara BOCES.
3. Requests for enrollment shall be made to the Superintendent of Schools no later than June 30 preceding the year of enrollment and shall be for no less than a full academic year.
4. Tuition for such participation shall be 10% of the annually-computed non-resident tuition rate, according to the New York State Education Department formula. Tuition for the Pre-K program shall be equal to the tuition computed for Kindergarten.
5. Parents of such enrolled students shall provide daily transportation to and from school.
6. Tuition payment will be prorated and included as a payroll deduction over the period, September 1 - June 30.

APPENDIX D

Department Chairs

SELECTION PROCESS

1. Teachers, including long-term substitutes covered by contract, in each department listed in Article XIX.0. shall elect from their membership a Department Chair.
2. Election shall be conducted every other year on even-numbered years.
3. Department Chairs shall be elected for two-year terms. If a vacancy occurs during this period, election shall be held within thirty (30) days with the term being the unexpired term.
4. The Superintendent of Schools shall forward said recommendations to the Board of Education for action at the appropriate meeting.

TIE-BREAKERS FOR ELECTIONS

1. Divide the number of years of the teacher with the highest district seniority, commencing with the most recent date of hire as in Article VII, H, by the number of columns in the current pay schedule.
2. Take the result and multiply it by column (y). Columns are to be arranged as they are in the contract from least to greatest compensation.
3. Take the result and add it to years of district service (x).
4. The candidate with the greater number is the winner.

Illustration

Teacher with five (5) years of district service paid on MA column when the teacher at Barker with highest seniority has twenty-four (24) years of service.

Formula: $s / c * y + x$

$$24 / 6 * 3 + 5 = 17$$

(constant)

(24 = Teacher with most years;
6 = present number of columns;
3 = column of teacher involved in tie;
17 = result)

5. If the number of columns exceeds the years of seniority, use c / s instead of s / c , and use $c / s * x + y$ instead of $s / c * y + x$.

APPENDIX E

Teacher Observation Form

Barker Central School

TEACHER OBSERVATION

The Board of Education, Administration and members of the Faculty recognize the need for high educational standards at Barker Central School. To achieve and maintain this goal, there is a need for a continuing program of observation and evaluation. The purpose of teacher observation is to improve and document the level of instruction in all areas.

Name _____ Year of Probationary Appointment _____

Subject/Grade _____ Date of Tenure _____

Date of Classroom Observation _____

Comments must be made below on every item rated as unsatisfactory. These comments should include specifics about what needs improvement and how this improvement is to be gained. The teacher may respond to any area if he/she wishes. Written comments on outstanding performance are also encouraged.

I. Pre-Observation Comments

II. Narrative Summary of Observation

III. INSTRUCTIONAL SKILLS

- A. Teacher demonstrates adequate planning and preparation _____S_____U_____NA

Administrator's Comments:

- B. Teaching techniques are appropriate to the lesson _____S_____U_____NA

Administrator's comments:

- C. Use of materials is appropriate for the lesson _____S_____U_____NA

Administrator's Comments:

- D. Evaluation of student learning is evident and appropriate for the lesson _____S_____U_____NA

Administrator's Comments:

- E. Assignments reinforce the objective(s) taught and are appropriate for grade and level of the students _____S_____U_____NA

Administrator's Comments:

IV. CLASSROOM MANAGEMENT/SETTING

- A. Teacher maintains appropriate class discipline _____S_____U_____NA

Administrator's Comments:

- B. Teacher maintains a classroom setting that is conducive to learning _____S_____U_____NA

Administrator's Comments:

- C. Teacher uses class time effectively and efficiently _____S_____U_____NA

Administrator's Comments:

- D. Teacher encourages all students to work toward potential _____S_____U_____NA

Administrator's Comments:

V. ADMINISTRATOR'S COMMENTS/RECOMMENDATIONS:

VI. OVERALL OBSERVATION RATING

_____Satisfactory _____Unsatisfactory

VII. The signatures which follow indicate that both the evaluator and the teacher have discussed this report and that the teacher has received a copy of the report.

Administrator's

Signature_____Title_____Superintendent_____

Date Reviewed _____ Teacher's
with Teacher _____ Signature _____ Date _____

VIII. Teacher's Comments -- Teachers are encouraged to respond to the evaluation at the conclusion of the conference or within the guidelines specified in the contract.

APPENDIX F

Teacher Evaluation Form

Barker Central School

TEACHER EVALUATION

The Board of Education, Administration and members of the Faculty recognize the need for high educational standards at Barker Central School. To achieve and maintain this goal, there is a need for a continuing program of observation and evaluation. The purpose of teacher evaluation is to improve and document the level of instruction in all areas.

Name _____ Year of Probationary Appointment _____

Subject/Grade _____ Date of Tenure _____

Comments must be made below on every item rated as unsatisfactory. These comments should include specifics about what needs improvement and how this improvement is to be gained. The teacher may respond to any area if he/she wishes. Written comments on outstanding performance are also encouraged.

I. INSTRUCTIONAL EVALUATION

A. Teaching

1. Planning and Preparation _____S_____U_____NA

Administrator's Comments:

2. Knowledge of Content _____S_____U_____NA

Administrator's Comments

3. Evaluation of Students _____S_____U_____NA

Administrator's Comments:

4. Use of Instructional Materials _____S_____U_____NA

Administrator's Comments:

5. Teaching Techniques _____S_____U_____NA

Administrator's Comments:

B. CLASSROOM MANAGEMENT

1. Student/Teacher Relationships _____S_____U_____NA

Administrator's Comments:

2. Classroom Control _____S_____U_____NA

Administrator's Comments:

3. Student/School Records _____S_____U_____NA

Administrator's Comments:

4. Classroom Setting _____S_____U_____NA

Administrator's Comments:

II. PROFESSIONAL EVALUATION

- A. Accepts Contractual Responsibilities _____S_____U_____NA

Administrator's Comments:

- B. Implements Applicable School Policies _____S_____U_____NA

Administrator's Comments:

- C. Is Open to New Ideas, Evaluates them and Utilizes those Appropriate to His/Her Situation _____S_____U_____NA

Administrator's Comments:

- D. Attempts to Carry Out Mutually Agreed Upon Suggestions for Improvement _____S_____U_____NA

Administrator's Comments:

- E. Works Cooperative with Staff _____S_____U_____NA

Administrator's Comments:

- F. Communicates with Parents _____S_____U_____NA

Administrator's Comments:

III. OTHER CONSIDERATIONS

IV. OVERALL ANNUAL EVALUATION

_____ Satisfactory _____ Unsatisfactory

- V. The signatures which follow indicate that both the evaluator and the teacher have discussed this report and that the teacher has received a copy of the report.

Administrator's

Signature _____ Title _____ Superintendent _____

Date Reviewed

with Teacher _____

Teacher's

Signature _____ Date _____

- VIII. Teacher's Comments -- Teachers are encouraged to respond to the evaluation at the conclusion of the conference or within the guidelines specified in the contract.

APPENDIX G

The Dental Plan

A copy of the dental plan can be found in the offices of the Superintendent and the Barker Teachers' Union President.

DELTA DENTAL

Summary

Deductible	\$50 (3 per family)	
	Deductible Waived for	Preventive Service
Coinsurance:	Preventive	100%
	Basic	80%
	Major	50%
Maximum Benefit/Year	\$ 750 per family member	
Orthodontia Maximum Benefit	\$1,000 Lifetime	

Summary

<u>CODE</u>	<u>SERVICE</u>
<u>Preventive</u>	
110	Initial Exam
120	Periodic Exam
210	Complete X-rays
220	Single Film X-ray
272	2 Bitewings
274	4 Bitewings
330	Panoramic Film
1110	Prophylaxis (Adult)
1201	Prophylaxis (Child)
<u>Basic</u>	
2110	Filling (1 surface) Child
2140	Filling (1 surface) Adult
3310	Root Canal (1 canal)
3330	Root Canal (3 canals)
7110	Simple Extraction
7120	Surgical Extraction
<u>Major</u>	
2750	Porcelain/Gold Crown
2790	Full Cast Gold Crown
5110	Full Upper Denture
5120	Full Lower Denture
5213	Partial/Upper or Lower